

**MEMORANDUM OF UNDERSTANDING BETWEEN  
THE CITY OF MILPITAS  
AND THE  
VOLUNTEER CENTER OF SILICON VALLEY**

This Memorandum of Understanding is entered into by and between the City of Milpitas and the Volunteer Center of Silicon Valley.

**Purpose**

The purpose of the Memorandum of Understanding is to define a cooperative working relationship between the City of Milpitas and the Volunteer Center of Silicon Valley for the purpose of registering and referring convergent or spontaneous, unaffiliated volunteers (SUVs) for the City of Milpitas immediately following a major emergency or disaster. This Memorandum will outline how the Volunteer Center will render assistance to provide this service following a major disaster to the City of Milpitas.

**The Role of the Volunteer Center**

When activated for disaster response, the Volunteer Center has one distinct role in disaster response in Santa Clara County. As a referral organization working with 920 of the more than 2500 non-profit organizations in the Santa Clara County, the Volunteer Center will provide services to register and refer volunteers immediately following a major emergency or disaster. The Volunteer Center has developed a disaster response plan to manage a coordinated system for deploying volunteers to government and nonprofit organizations. Also reflected in its operations plan is a system to support local government in the management of SUVs working closely with the 15 municipal jurisdictions and the county through the Santa Clara County Emergency Manager's Association.

The Volunteer Center will consider any request to activate during both the response and recovery periods following a major disaster. Representatives of any government Office of Emergency Services (OES) may request the Volunteer Center to activate, and the Volunteer Center executive staff will determine activation capabilities based on assessment of available staff and resources. The Volunteer Center will maintain its independent authority to determine activation and will make every effort to respond to requests for activation within 24 hours from the time of request.

The Volunteer Center will act as a referral agent only and will not be responsible for screening volunteers. The City of Milpitas Volunteer Coordinator or agent will be responsible for screening SUVs and swearing them in as Disaster Service Workers (DSWs). Any organization utilizing a disaster volunteer referred by the Volunteer Center assumes liability for working with the volunteer and is responsible for screening and determining if the volunteer is appropriate for their organization. This remains true for any organization the Volunteer Center refers volunteers to including all government and public service organizations.

## **Methods of Cooperation**

The Volunteer Center is incorporated into many municipal disaster plans and the county disaster plan and will support emergency response organizations by providing a system for referring and requesting convergent and/or spontaneous, unaffiliated volunteers (SUVs). Convergent and/or spontaneous, unaffiliated volunteers are those volunteers who are not pre-trained but come forward at the time of a disaster to offer their services to help with relief and recovery efforts. If the Volunteer Center Disaster Plan is activated, the Volunteer Center will set-up a walk-in Emergency Volunteer Operations Center and/or a phone bank system to meet these needs throughout Santa Clara County. The Emergency Volunteer Operations Center will be located on the first floor of the United Way building at 1922 The Alameda in San Jose. If these facilities are uninhabitable, the county or a local municipality may offer an alternate site. Based on the scope and location of the disaster, the Volunteer Center may set-up satellite centers to meet the needs of different regions in the county.

The City of Milpitas may help the Volunteer Center provide these services by providing alternate locations, and, if necessary, equipment and supplies for operating an Emergency Volunteer Operations Center.

The Volunteer Center will communicate with local government EOCs via phone, amateur radio, messenger and/or in person. In a countywide event involving multiple jurisdictions, the Volunteer Center may send a liaison to the county EOC or in a localized event, may send a liaison to municipal EOCs.

*This coordination between the City of Milpitas and the Volunteer Center of Silicon Valley does not impose any administrative authority or fiscal control by government or its emergency organizations over the Volunteer Center, its policies, volunteers or employees; nor does it empower the Volunteer Center to encroach upon, invade, or substitute for local government statutory obligations to plan, prepare for and respond to, disaster situations within its jurisdictions.*

## **Cost Recovery Section**

In the event that the City of Milpitas declares a local emergency, and obtains a Gubernatorial and/or Presidential declaration, the Volunteer Center may be eligible for recovery of documented costs beyond normal operating expenses as deemed appropriate by administering state and federal agencies. The City of Milpitas Office of Emergency Services will assist with this recovery of documented costs. The City of Milpitas shall not be liable for any of the operating expenses of the Volunteer Center, emergency or otherwise. The Volunteer Center will pay for its own normal operating expenses.

## **Term of Memorandum**

This Memorandum of Understanding will be in effect as of the date below and shall remain in full force and effect for four (4) years from that date, and shall be automatically renewed for additional four-year terms thereafter, unless either party provides written notice of non-renewal to the other party at least ninety (90) days in advance of any renewal date. It may be renegotiated at any given time at the request of either party.

## **Indemnification**

The parties agree that all losses or liabilities incurred by either Party as a result of the Party's performance of its responsibilities under this MOU shall not be shared pro rata but instead the parties agree that each Party shall hold the other harmless from any claim, expense or cost, damage or liability arising out of, or in connection with, the performances of its responsibilities pursuant to this MOU.

## **Amendments**

Amendments to the terms and conditions of this MOU shall be effective only upon mutual agreement in writing by the parties hereto. The City of Milpitas Office of Emergency Services has the authority on behalf of the City of Milpitas to execute any amendments pertaining to the operational issues of this agreement.

## **Independent Contractor**

The Volunteer Center shall be solely responsible for the acts and omissions of its officers, agents, employees, contractors, and subcontractors, if any. Nothing herein shall be considered as creating a partnership or joint venture between this local government and the Volunteer Center. No person performing any of the work or services described hereunder shall be considered an officer, agent, servant, or employee of a local government, agency, nor shall any such person be entitled to any benefits available or granted to local government employees.

## **Other Agreements**

This MOU places no restrictions on either party from participation in similar agreements and/or activities with other public or private entities.

## **Insurance**

Each party shall maintain its own insurance coverage, through commercial insurance, self-insurance or a combination thereof, against any claim, expense, cost, damage or liability arising out of the performance of its responsibilities pursuant to this MOU.

## **Notices**

All notices required to be given pursuant this MOU shall be in writing and shall be delivered in person, delivered by electronic facsimile, or deposited in the United States mail, certified mail, return receipt requested, addressed to the parties as set forth below:

City of Milpitas  
Office of Emergency Services  
777 S. Main Street  
Milpitas, CA 95035  
FAX (408) 942-3269  
PHONE (408) 586-2831

Volunteer Center of Silicon Valley  
1922 The Alameda, Suite 211  
San Jose, CA 95126  
FAX (408) 247-5805  
PHONE (408) 247-1126

In Witness Whereof, the City of Milpitas, and the Volunteer Center of Silicon Valley have executed this MOU on the dates indicated below.

**Approved us to Form:**

\_\_\_\_\_  
Steve Mattas, City Attorney

Date: \_\_\_\_\_

**Entered into agreement by:**

City of Milpitas

Attest:

\_\_\_\_\_  
Thomas J. Wilson, City Manager

\_\_\_\_\_  
Gail Blalock, City Clerk

Date: \_\_\_\_\_

Date: \_\_\_\_\_

The Volunteer Center of Silicon Valley

\_\_\_\_\_  
Stephen T. Quigley, Jr.  
Executive Director CEO

\_\_\_\_\_  
Date

\_\_\_\_\_  
Raymond J. Davilla, Jr.  
President, Board of Directors

\_\_\_\_\_  
Date